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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMMERCIAL IP SUIT No. (Lodging) 881 OF 2019
WITH
COMMERCIAL NOTICE OF MOTION (Lodging) No. 1940 OF 2019
IN
COMMERCIAL IP SUIT (Lodging) No. 881 OF 2019
WITH
LEAVE PETITION (Lodging) No. 300 of 2019
IN
COMMERCIAL IP SUIT (Lodging) No. 881 OF 2019

Unilever Plc. & Anr	..	..Plaintiffs.
Vs		
Mangturam Saralia Foods & Anr	..	..Defendants.

Mr. Vinod Bhagat and Ms. Prachi Shah i/by G.S.Hegde & V.A.Bhagat
for the plaintiffs.

Mr. B.V. Salunkhe i/by Sushant Prabhune for the defendants.

CORAM : B.P. COLABAWALLA, J.
DATED :- 30th SEPTEMBER, 2019.

P.C. :-

1. When this matter is called out, the learned Advocate appearing on behalf of the plaintiffs as well as the defendants have stated before me that the disputes between them are settled as

recorded in the Consent Terms dated 27th September, 2019. On that date, the Directors of defendant Nos. 1 and 2 were present in Court and had signed the Consent Terms. However, the Consent Terms were not signed by the Constituted Attorney of the plaintiffs. It was stated that the said Constituted Attorney would be available for signing the Consent Terms today. It is in these circumstances that the matter was kept today for signature of the said Constituted Attorney of the plaintiffs.

2. Today when the matter is called out, the Constituted Attorney of the plaintiffs Ms. Vijayalakshmy Malkani is present in Court and has signed the Consent Terms. She has stated that she has understood the contents of the Consent Terms and have signed them of her own free will for and on behalf of the plaintiffs.

3. In these circumstances, the Consent Terms are taken on record and marked “X” for identification. The undertakings given in the Consent Terms, if any, are accepted.

4. The suit is disposed of in terms of the Consent Terms. No order as to costs. Refund of Court fees, if any, as per rules.

5. In view of the disposal of the suit, the Court Receiver appointed earlier shall stand discharged. Mr. Bhagat, the learned Advocate appearing for the plaintiffs undertakes on behalf of the plaintiffs to pay all the costs, charges and expenses of the Court Receiver. The said statement is accepted as an undertaking given to this Court.

6. In view of the disposal of the suit, nothing survives in Notice of Motion (L) No. 1940 of 2019 and Clause XIV Leave Petition (L) No. 300 of 2019 and the same are disposed of accordingly.

(B.P. COLABAWALLA, J.)